

**LOCAL ELECTED OFFICIALS/JOB AND EDUCATION
PARTNERSHIP REGIONAL BOARD AGREEMENT**

THIS AGREEMENT, entered into by and between the following parties: Gadsden County; Leon County (a charter county); and Wakulla County, political subdivisions of the State of Florida; and the Big Bend Jobs and Education Council, Inc. d/b/a Workforce Plus (WORKFORCE) which are hereinafter collectively referred to as "parties."

WITNESSETH:

WHEREAS, pursuant to Section 288.962 Florida Statute of the Workforce Florida Act of 1996 as amended, and to Section 414.028 Florida Statute of the Work and Gain Economic Self Sufficiency (WAGES) Act as amended, and Title IV of the Social Security Act commonly known as the Welfare Reform program, WORKFORCE has been designated as the Workforce Development Board and the WAGES Coalition Board for Region V; and

WHEREAS, Federal Public Law 105-220, enacted by the Congress of the United States effective August 7, 1998 as the Workforce Investment Act (hereinafter called the "WIA" or the "Act") established a program to prepare youth, adults, and dislocated workers who are facing serious barriers to employment, for participation in the labor force by providing services that will result in increased employment and earnings, increased educational and occupational skills, and decreased welfare dependency, thereby improving the quality of the work force and enhancing the productivity and competitiveness of the Nations; and

WHEREAS, the WIA continues to foster a partnership among the state and local governments and the private sector, with primary emphasis placed upon the coordination of services on behalf of job seekers and employers; and

WHEREAS, the WIA requires the Governor to designate Local Workforce Investment Areas (LWIAs) to promote the effective delivery of employment and training services under WIA and further provides that specific units of general local government may constitute such a LWIA; and

WHEREAS, the Counties that are parties to this Agreement each desires be included in a regional program (hereinafter called the "region") to avail its citizens of the benefits of the WIA program; and

WHEREAS, the Governor has designated the Counties that are parties to this Agreement as a LWIA for the purposes of the WIA.

NOW, THEREFORE, in consideration of the conditions herein set forth, the parties hereto agree as follows:

1.0 Definitions

"Counties" shall mean Gadsden, Leon, and Wakulla Counties. County may designate an authorized representative(s) to act on its behalf.

2.0 WORKFORCE will serve as the Grant Recipient, Fiscal Agent, and administrative entity for WIA. WORKFORCE shall specifically provide the following:

- 2.1 develop a plan pursuant to WIA, which shall be approved by WORKFORCE and the Counties prior to its submission to the Governor as described in the ACT.
- 2.2 shall administer and oversee programs as described in the plan and pursuant to the Act, including, but not limited to the development of an administrative plan and administrative instructions to guide WIA.
- 2.3 shall administer applicable federal, state, or local laws, rules and regulations;
- 2.4 develop procedures for the preparation and submission of reports to the Counties;
- 2.5 maintain an inventory of property (valued at \$1,000.00 or more) purchased with WIA funds, pursuant to state and federal guidelines;
- 2.6 develop fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursement of, and accounting for, funds received under WIA;
- 2.7 provide technical assistance to subcontractors, when required, in the implementation of administrative instructions;
- 2.8 execute contracts and other necessary agreements to carry out the programs contemplated herein;
- 2.9 evaluate program performance and modify the five (5) year plan;
- 2.10 receive and disburse funds in accordance with the WIA funded agreements entered into by the grant recipient;
- 2.11 select and oversee the One-Stop Operator for the region's One-Stop delivery system;
- 2.12 develop and manage a system to consider and resolve grievances initiated by participants, vendors, and other interested parties as required by the Act; and
- 2.13 execute all other pertinent and necessary activities to carry out the WIA program.

3.0 Responsibilities of Counties

3.1 Each Board of County Commissioners will exercise the review and decision powers delegated to the local elected officials by the WIA. More specifically, the Boards are hereby authorized to:

3.1(A) fill vacancies on the WORKFORCE Board of Directors in accordance with WIA and the Inter-Local Agreement;

3.1(B) enter into this Agreement with WORKFORCE to designate the region's grant recipient, fiscal agent, and administrative entity; and

3.1(C) review and provide approval of the WIA five (5) year plan.

3.2 When local elected official's signatures are required, each Board of County Commissioners or their authorized designee will provide separate authorization.

4.0 Duties and Responsibilities of the WORKFORCE:

4.1 select a One-Stop Operator;

4.2 determine the process for the development of the WIA five (5) year plan;

4.3 review and provide approval of the WIA five (5) year plan and the administrative plan;

4.4 solicit the input and participation of the local business community in the provision of services for the residents of the region;

4.5 provide policy guidance and oversight (reviewing, monitoring, and evaluating) of the programs under the WIA five (5) year plan in accordance with the procedures established;

4.6 identify occupations for which there is a demand in the area served and educational agencies that may provide training, in accordance with procurement guidelines and procedures;

4.7 determine subrecipients, in accordance with procurement guidelines and procedures; and

4.8 execute any and all pertinent and necessary activities to carry out the WIA program.

5.0 Duties and Responsibilities Held Jointly by the Local Elected Officials (Counties) and WORKFORCE:

- 5.1 As the Act indicates that an equal partnership exists, any disputes between the parties in the Agreement shall be resolved by mutually satisfactory negotiation.
- 5.2 It is the joint authority and responsibility of all parties to ensure effective service delivery that provides the most beneficial mix of program options to the residents of the region.
- 5.3 It is the shared responsibility and authority of the parties to help identify community resources that could be linked to assist and benefit the residents served through WIA.

6.0 Allocation of Resources

Carryover funds transferred to the WORKFORCE as a result of the reorganization from the Job Training Partnership Act (JTPA), and the receipt of new funding, shall be allocated for services fairly and equitable throughout the region as to and in relationship with the needs of the region.

7.0 Administrative Funds

A maximum of ten percent (10%) of the funds provided to the region will be utilized to support overall administrative functions carried out by WORKFORCE.

8.0 Performance Subject to Availability of Funds

The performance of parties hereto and their obligations under this Agreement shall be subject to and contingent upon the availability of WIA funds or funds otherwise lawfully expendable for the purposes of this Agreement for the current and future period.

9.0 Indemnification

WORKFORCE shall indemnify the counties for disallowed cost and other liabilities arising out of their agreement with the WORKFORCE in their performance of the delegated program responsibilities. This Indemnification shall be in compliance with Florida Law.

10.0 Access to Records

WORKFORCE shall enter into an agreement with all providers to assure all of the parties have access to any books, documents, and records (including computer records) of any contractor or subrecipient which are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to personnel for the purpose of interviews and discussion related to such documents.

11.0 Audit/Monitoring Reports

The WORKFORCE shall have prepared an annual audit. This annual audit must meet the audit requirements set by the State and Federal Governments and shall cover the

expenditure of funds and WIA program activities for each fiscal year period (July 1 through June 30). This audit shall be an A133 audit conducted in accordance with the Office of Management and Budget audit procedures. WORKFORCE shall provide all Counties with a copy of any State or Federal monitoring reports as well as audit reports within 30 days of receipt.

12.0 Effective Dates of the Agreement

This Agreement shall be effective upon the execution of all signatures by the parties to this Agreement and shall continue in full force and effect until June 30, 2009 unless modified by the parties hereto.

13.0 Modification

This Agreement may be modified from time to time as may be necessary and appropriate. It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

14.0 Survivability

If any section or subsection of this Agreement is deemed unlawful, the remaining sections of this Agreement shall be in full force and effect and binding on the parties.

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Chairperson, Sterling Watson

Date of Commission Action

LEON COUNTY

Chairman, Jane Sauls

Date of Commission Action

WAKULLA COUNTY

Chairman, Mike Stewart

Date of Commission Action

**BIG BEND JOBS & EDUCATION
COUNCIL, INC.**

Chairman, Robert E. Barkley

APPROVED AS TO FORM:

BY: _____
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the
Circuit Court

BY: _____
Gadsden County Clerk of the Circuit Court

APPROVED AS TO FORM:

Leon County Attorney

ATTEST: Leon County Clerk of the
Circuit Court

BY: _____
Leon County Clerk of the Circuit Court

APPROVED AS TO FORM:

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the
Circuit Court

BY: _____
Wakulla County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _____
Workforce Plus
Secretary, William Colledge